

## INDENTURE OF LEASE

THIS INDENTURE OF LEASE executed the 1ST day of NOVEMBER, 1996, by and between REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP, (hereinafter referred to as "Landlord") and NATIONAL HANDICAP WORKSHOP, INC. (hereinafter referred to as "Tenant").

WITNESSETH THAT:

In consideration of the mutual covenants and agreements herein contained, the parties enter into the following Indenture of Lease:

(1) Leased Premises. Landlord hereby lets and demises to Tenant and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this lease the premises outlined in red and designated with Tenant's name on the plot plan of a Shopping Center known as MICHIGAN PLAZA, which plot plan is marked Exhibit A and attached and made a part hereof, such premises being the room designated 3815, having a gross area of approximately 2702 square feet, and having approximate dimensions as shown thereon (hereinafter referred to as "Leased Premises"). Landlord expressly reserves the right to change or modify the plane and facilities of the Shopping Center without the consent of the Tenant, but neither the Leased Premises nor the general character of the Shopping Center shall be changed without such consent.

Landlord grants to Tenant, its invitees, customers and general public, together with and subject to the rights granted, from time to time, by Landlord to other Tenants of the Shopping Center, the right to use the Parking and Common Areas of the Shopping Center.

The term "Shopping Center" whenever used herein shall mean MICHIGAN PLAZA Shopping Center, including any and all structures, parking facilities, common facilities and the like on the property described in Exhibit A, as the same may from time to time be changed, together with the structures thereon which may from time to time be included by Landlord in the development or expansion of the Shopping Center.

Tenant's employees shall park in those areas which Landlord may from time to time designate for employee parking.

(2) Term. The Term of this Lease shall commence on DECEMBER 1, 1996 (the date to be inserted shall be (a) Thirty (30) days after notice of possession date, as hereafter provided, or (b) The date the Tenant opens the Leased Premises for the conduct of business, whichever first occurs), and shall end NOVEMBER 30, 2000.

Landlord shall give Tenant written notice of the date when possession of the premises shall be given to Tenant, which possession date shall be not later than DECEMBER 1, 1996 and on which date the Leased Premises shall be ready for installation of trade or store fixtures by Tenant; provided that such date shall be extended for the period of time of any strikes, casualty, acts of God or conditions over which Landlord has no control.

(3) Rental. (a) Minimum Rental. Tenant shall pay to Landlord a Minimum Rental of ELEVEN THOUSAND NINE HUNDRED AND EIGHTY-EIGHT /Dollars per year during years one and two of the Term of this Lease, to be paid in equal monthly installments of \$999.00 -Dollars each, in advance, on the first day of each calendar month during the Term of this Lease. Tenant shall pay to Landlord a Minimum Rental of TWELVE THOUSAND TWO HUNDRED AND EIGHTY-EIGHT /Dollars per year during years three and four of the Term of this Lease, to be paid in equal monthly installments of \$1,024.00-Dollars each, in advance, on the first day of each calendar month during the Term of this Lease. In the event any installment of Minimum Rental or other charge occurring under this Lease shall become overdue for a period of ten (10) days or more, a late charge of five cents (5) for each dollar so overdue may be charged by the Landlord for the purpose of defraying the expenses incident to handling such delinquent payment, or Landlord may exercise Landlord's rights under paragraph (16) of this Lease.

(4) Security Deposit. Tenant has deposited with Landlord the sum of NINE HUNDRED NINETY-NINE Dollars (\$999.00) receipt of which is hereby acknowledged by Landlord. Said deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this lease to be kept and performed by Tenant during the Term. If at any time during the Term of this Lease any of the rent shall be past due and unpaid, or any other sum payable

by Tenant to Landlord hereunder shall be past due and unpaid or in the event of the failure of Tenant to keep and perform any of the other terms, covenants and conditions of this lease to be kept and performed by Tenant, then the Landlord at its option may appropriate and apply the entire deposit, or such appropriate amount Landlord deems necessary, towards the past due amounts. Tenant will then be responsible to restore the security deposit to its full original amount within ten (10) days of receipt of written notification from Landlord to do so.

(5) Construction of Leased Premises. Landlord (will construct) (has constructed) at its expense, the store unit comprising the Leased Premises according to plans and specifications which have been approved by Tenant. Possession by Tenant shall evidence Tenant's acceptance of the Leased Premises. Upon request, Tenant agrees to execute a certificate to Landlord or to any proposed Mortgagee or purchaser of the Shopping Center certifying the lease to be in full force and effect, that all work has been satisfactorily completed, that there are no defaults, offsets or counter claims (on stating the same) and such other fact as Landlord may reasonably request.

(6) Escalator Clause. Landlord shall pay all taxes, assessments and levies charged or assessed by any governmental authority (hereinafter collectively referred to as taxes) upon its property in the Shopping Center and the Leased Premises and the land, buildings or premises in or upon which the Leased Premises are located, and shall cause fire and extended coverage insurance to be maintained thereon in amounts not to exceed the full replacement cost of the improvements constituting the Shopping Center from time to time. Tenant agrees to pay as additional rent, without relief from valuation or appraisal laws, Tenant's Proportionate Share (as hereinafter defined) of any increase in such taxes, of any increase in premiums payable in respect of such fire and extended coverage insurance, and of any increase in premiums payable in respect of public liability insurance maintained by or for Landlord in respect of the Shopping Center (assuming constant coverage), over those payable in the calendar year 1996.

"Tenant's Proportionate Share" shall be the fraction or ratio of the floor area of the Leased Premises divided by the total floor area of all buildings and structures in the Shopping Center. Tenant shall pay Tenant's Proportionate Share in annual or semi-annual installments upon demand, in addition to the Minimum Rental and Additional Rental payable hereunder. Tenant's Proportionate Share for a partial calendar year at the beginning or end of the Term of this Lease shall be pro-rated on a per diem basis. With each demand for payment, Landlord shall submit a statement in reasonable detail showing the computation of Tenant's Proportionate Share.

(7) Use and Occupancy. Tenant shall use the Leased Premises solely for Telemarketing of National Handicap Workshop, INC. and for no other purpose or purposes without Landlord's consent. Tenant shall not do or permit anything to be done in or about the premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance upon the Leased Premises or the building wherein the premises are situated. Tenant shall comply with all laws, ordinances, orders and regulations affecting the premises and the cleanliness, safety, occupation and use thereof.

Tenant shall not cause or permit injury or waste to the Leased Premises or the building or Shopping Center of which the Leased Premises are a part or cause or permit a nuisance to exist, and shall keep the premises and the walkways adjacent to the premises and any grading, platform and service areas used by Tenant clean and free from rubbish and dirt at all times, and shall store all trash and garbage within the premises and arrange for the regular pick up of such trash and garbage at Tenant's expense. Tenant shall not burn any trash or garbage of any kind in or about the premises of Shopping Center.

Tenant agrees that it will use and operate 100% of the Leased Premises for the conduct of its business throughout the lease term on and during at least approximately the same business days and hours as are regularly and customarily observed by stores comparable to that operated on the Leased Premises by Tenant and will conduct such business at all times in good faith and in such manner, consistent with Tenant's operating practices and policies, as to produce a high volume of gross sales from the Leased Premises.

Landlord covenants and agrees that if the Tenant shall perform all of the covenants and agreements herein stipulated to be performed on the Tenant's part; the Tenant shall, at all times during said term, have the peaceable and quiet enjoyment and possession of said premises without any manner of hindrance from the Landlord or any person lawfully claiming through the Landlord.

Tenant covenants and agrees to deliver up and surrender to the Landlord possession of the Leased Premises upon the expiration of this Lease or its termination, as herein provided, in as good condition as at the commencement of said term, or as improved

during the term hereof, destruction by casualty, reasonable wear and tear and the effects of time excepted. Tenant shall not hold over beyond the end of any term for failure of Landlord to give notice to vacate, any such notice being waived by Tenant. In the event Tenant, notwithstanding, shall hold over after termination of this Lease, it shall constitute a tenancy from month to month governed by the terms hereof. Upon termination of this Lease, Landlord shall be entitled to evict Tenant and collect any and all monies owed, as provided herein.

(8) Rights of Landlord to Mortgage Premises. Landlord reserves the right to subject and subordinate this Lease to the lien of any mortgage hereafter placed upon the Leased Premises or the land and buildings of which the Leased Premises are a part, and Tenant hereby constitutes and appoints Landlord its attorney-in-fact to execute any subordination agreements which may be required in connection with the negotiations or execution of any such mortgage. Tenant further agrees upon request to execute a subordination agreement.

The terms and provisions of this Lease may require approval by a mortgagee. If any such mortgagee should require as a condition to Landlord's financing, as may be determined necessary or desirable by Landlord, any modification of the terms and provisions of this Lease, and if Tenant should refuse to approve and execute any modifications so required, then the Landlord shall have the right prior to the delivery of possession of the Leased Premises to Tenant by notice to the Tenant to cancel this Lease without liability on the part of the Landlord.

(9) Maintenance, Repairs and Alterations. (a) Landlord's Responsibility. Landlord shall keep in good order, condition and repair the exterior foundations, exterior walls (except the interior faces thereof), downspouts, gutters and roof of the premises and the plumbing and sewage system outside of the building of which the premises form a part (but excluding the exterior and interior of all windows, doors, plate glass and show cases and store fronts), excluding any damage thereto caused by Tenant, its agents or invitees.

(b) Tenant's Responsibility: Tenant shall keep and maintain the premises and every part thereof, and the exterior and interior portions of all doors, windows, plate, glass and show cases surrounding the premises and the store front in good order, condition and repair, including, without limitation, all plumbing, heating, air conditioning and sewage facilities within the Leased Premises, fixtures, interior walls, floors, ceilings, signs and all interior building appliances and similar equipment, except for reasonable use and wear and tear.

(c) Alterations. Tenant shall have the right, but only with the prior written consent of Landlord, to make alterations to the interior of the Leased Premises so long as the cost thereof is paid by Tenant and all such work is done in a workmanlike manner and without damage to the structural elements of the premises and in conformance with the regulations of fire insurance underwriters carrying insurance on the Leased Premises. Tenant agrees that upon termination of this Lease it will, at its own expense, if Landlord shall so request, restore the Leased Premises to their former condition, ordinary wear and tear and damage by the elements excepted.

(d) Signs and Awnings. Tenant shall not affix to or upon the exterior of the Leased Premises signs or awnings except with the prior written consent of Landlord.

The Tenant shall not use any advertising media in or about the Leased Premises which shall be deemed objectionable to the Landlord or other Tenants or the public, including, without limiting the generality thereof, loudspeakers, phonographs or radio broadcasts in a manner to be heard outside the Leased Premises. The Tenant shall not conduct any auction, fire or bankruptcy sale in the Leased Premises, or install any exterior lighting or plumbing fixtures, shades or awnings or any exterior decorations or painting or make any changes in the store front or exterior of the Leased Premises without the previous written consent of the Landlord.

(e) Personal Property on Leased Premises - Risk of Damage. Tenant agrees that all personal property of every kind or description which may at any time be in the Leased Premises shall be at Tenant's sole risk, or at the risk of those claiming through or under the Tenant, and Landlord shall not be liable for and shall be held harmless by Tenant against all claims (including subrogation claims by Tenant's insurance carrier) for any damage to said property or loss suffered by the business or personal property of the Tenant arising from bursting, overflowing or leaking water, sewer or steam pipes or from the heating or plumbing fixtures, or from the electric wiring or from gas or odors or caused in any manner.

(f) Trade Fixtures. All improvements to the Leased Premises and all fixtures shall be and become the property of the Landlord, except that all machinery and equipment installed by the Tenant and all trade fixtures installed or used by the Tenant shall remain the personal property of the Tenant.

(g) Liens. Tenant shall not cause or permit the creation of any lien against the Leased Premises on account of any labor or materials furnished in connection with maintenance, repairs or alterations undertaken by Tenant. In the event any such lien shall be filed against the Leased Premises, Tenant shall cause such lien to be released within ten (10) days after actual notice of the filing thereof or shall furnish to Landlord a bond, satisfactory to Landlord, conditioned to indemnify Landlord against the foreclosure of such lien.

(h) Inspection and Repair by Landlord. Landlord shall have the right to enter upon the Leased Premises for the purpose of inspection or to make such improvements, repairs or alterations as it may consider expedient, but Landlord assumes no obligation to make any improvements, repairs or alterations except as expressly provided in this Lease. For a period commencing ninety (90) days prior to the expiration of this Lease, Landlord shall have the right to reasonable access to the Leased Premises for the purpose of exhibiting the same to prospective Tenants.

(i) Indemnity and Insurance. Each party agrees to indemnify and save harmless the other against and from any and all claims by or on behalf of any person, firm or corporation arising from any breach or default in the performance of any covenant or agreement on its part to be performed under this Lease.

Tenant covenants at all times to save the Landlord harmless from all loss, cost or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels on or about the Leased Premises, or to the property itself resulting from the negligent acts of Tenant, its servants, agents and invitees.

Landlord covenants at all times to save the Tenant harmless from all loss, cost or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels on or about the Leased Premises, or to the property itself resulting from the negligent acts of Landlord, its servants and agents.

Tenant agrees to place and maintain, at Tenant's own expense, with insurance companies qualified to do business in the State of Indiana and acceptable to Landlord, public liability insurance with respect to Tenant's use and occupancy of said premises, in amounts of at least \$100,000.00, in case of injury to or death of one person, and \$500,000.00 in case of injury to or death of more than one person. Tenant further agrees to maintain in force a minimum of \$500,000.00 property damage liability insurance. Such insurance shall be primary to any insurance carried by the Landlord and for the benefit of the Landlord and shall name the Landlord as an insured. Tenant agrees to furnish certificates of such insurance to Landlord with a required minimum thirty (30) days' advance written notice of cancellation to Landlord.

Tenant shall furnish at its own cost and expense replacement for any cracked or broken glass, including plate glass and interior and exterior windows and doors in the premises; provided, however, that Landlord will replace any glass that is cracked or broken by any casualty covered by fire and extended coverage or other insurance of the Landlord or caused by a structural defect or settling of the building in which the Leased Premises are located.

(j) Casualty. If the Leased Premises shall be partially destroyed by fire or other casualty so as to become partially untenable, the Leased Premises shall be repaired as speedily as possible by Landlord, unless caused by the negligence of others and is being repaired by such party, or unless the Landlord shall elect not to repair as hereinafter provided, and an adjusted proportionate part of the Minimum Rental shall be abated until the Leased Premises are so repaired. The obligations of the Landlord hereunder shall be limited to rebuilding or repair of the Leased Premises to be similar in size, floor area and quality to the Leased Premises prior to such damage.

If the Leased Premises are so damaged as to become wholly untenable, then the Landlord may, if it so elects, restore or rebuild to put the Leased Premises in good condition and fit for occupancy within a reasonable time after such destruction or damage or it may give notice in writing of the termination of the Lease. If Landlord elects to repair or rebuild, it shall within thirty (30) days after such damage, give the Tenant notice of its intention to repair and Landlord shall then proceed with reasonable speed to repair and restore the premises. If Landlord elects to rebuild or repair, then its obligations hereunder shall be to restore the Leased Premises to be similar in size, floor area and quality to that prior to such damage.

In the event the building comprising the Shopping Center shall be destroyed or damaged by fire or other casualty so as to render at least fifty per cent (50%) thereof untenable and such damage cannot be repaired or restored within one hundred eighty (180) days as determined by Landlord's architects' certification then Landlord, by notice in writing to Tenant within thirty (30) days after such casualty, may terminate this Lease. If Landlord elects to rebuild or restore and does not elect to terminate

the Lease, Landlord shall proceed with rebuilding and restoration as promptly as possible and proportionate part of the minimum rental shall be abated until the buildings are so repaired and restored. All insurance proceeds by reason of any such casualty shall be and belong to the Landlord.

(12) Condemnation. If the Leased Premises or more than fifty (50%) per cent of the parking spaces in the Shopping Center are condemned or taken in whole or in part by any public authority under the power of eminent domain, either Landlord or Tenant shall have the right as of the day possession shall be taken by such public authority to terminate this lease by notice thereof to the other in writing and rent shall be paid to the date of such possession or proportionate refund made by the Landlord if rent has been paid in advance. If neither party shall elect to terminate the Lease by reason of such condemnation, the Minimum Rent shall be reduced by the proportion of the floor area of the Leased Premises taken by such condemnation and Landlord shall make all necessary repairs or alterations so as to constitute the remaining premises a complete architectural unit.

All damages awarded for such taking, whether for a whole or a part of the Leased Premises shall belong to and be the property of the Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the premises; provided, however, that the Landlord shall not be entitled to any award made to Tenant for loss of business depreciation to and the cost of removal of stock and trade fixtures.

(13) Utilities. Tenant agrees to pay for all utilities supplied the Leased Premises, including, without limiting the generality thereof, electricity, gas, water, heat and charges for air conditioning, and sewerage, if any charge is made therefor.

(14) Landlord's Lien on Personalty. Tenant grants to Landlord a continuing security interest in all inventory, goods, equipment and fixtures of Tenant which may now or hereafter be placed in or upon the Leased premises, and the proceeds thereof, to secure the payment of rent and all other liabilities and obligations of Tenant hereunder. Landlord shall have the right to file financing statements pertaining to its security interest from time to time without the signature of Tenant. Upon failure to pay rent, or other default hereunder by Tenant, Landlord may possess and either retain or dispose of the security, at public or private sale, in accordance with the Uniform Commercial Code as enacted in this State. Any notice to Tenant shall be sufficient if mailed to Tenant's last known address as shown on the records of Landlord, and ten (10) days prior written notice of any sale shall be sufficient. Landlord may enter the Leased Premises to take possession of secured property and shall not be liable to Tenant in any way for damages caused thereby.

(15) Common Area of Shopping Center. Landlord agrees to maintain parking areas, sidewalks and driveways, and to keep the common areas reasonably clear of snow and debris, and to maintain the lighting in the parking and sidewalk areas during business hours at night.

Tenant shall not use the common area of the Shopping Center or walks adjacent to the Leased Premises for any display or storage of merchandise or use such common areas in any way that would interfere with the use of such areas by the public or others without the express written consent of the Landlord.

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~~Tenant agrees to pay upon demand in addition to the rent set forth herein a proportionate share of the cost of the operation of the parking and other common areas of the Shopping Center but excluding areas rented or occupied by other tenants. Such costs shall include but not be limited to cost for lighting and other utilities, landscaping, cleaning, snow removal, line painting, policing and maintenance and fifteen percent (15%) of all such direct costs for Landlord's overhead and administration. Such costs of operation and maintenance shall not include taxes, assessments or depreciation of permanent improvements. The proportionate share to be paid by Tenant shall be computed on the basis of the ratio that the floor area of the Leased Premises bears to the total floor area of all buildings in the Shopping Center. Landlord may request payment of Tenant's proportionate share monthly in advance based upon a reasonable estimate of the costs to be incurred and Tenant agrees to pay such estimated amounts subject to an annual adjustment when the exact costs and Tenant's exact proportionate share are computed.~~

The provisions of this lease respecting the common area, as well as the entire Shopping Center, shall apply to the common area and Shopping Center as they may be changed by Landlord from time to time, including, but without limiting the generality thereof, any increases, decreases or additional improvements thereof.

(16) Default. Landlord may terminate this Lease upon the occurrence of any one or more of the following events: (a) Failure of Tenant to pay an installment of rent within ten (10) days after it becomes due or to perform any other of its covenants

under this lease within thirty (30) days after written notice; (b) the making by Tenant of an assignment for the benefit of its creditors; (c) the levying of a writ of execution or attachment on or against Tenant; (d) institution of proceedings for reorganization liquidation, voluntary or involuntary bankruptcy of Tenant or its adjudication as a bankrupt or insolvent or the appointment of receiver, trustee or liquidator to take charge of its assets; (e) by doing or permitting to be done by Tenant any act which creates mechanic's lien or claim therefor against the land or buildings of which the Leased Premises are a part and the same are not released or otherwise provided for by indemnity within ten (10) days after written notice thereof first given the Tenant.

Upon the termination of the Lease for any of the foregoing reasons, Landlord may re-enter the Leased Premises with or without process of law, using such force as may be necessary, and remove all persons and property, therefrom and Landlord shall not be liable for damages or otherwise by reason of such re-entry or termination of the term of this Lease. No such termination, however, shall affect the liability of Tenant for rental and other charges hereunder. In the event of such termination, Landlord may relet the premises, and Tenant shall be liable to Landlord for the difference between the rental and other charges herein provided and the rental and other charges to be received from such reletting. Any such difference owing by Tenant for the entire remainder of the term shall be due and may be recovered at once, without awaiting the expiration of the term, and shall be based upon the best estimates of the amounts thereof available at the time.

(17) Assignment and Subletting by Tenant. Tenant shall have no right to assign, pledge, mortgage or otherwise encumber the Lease, nor to sublet all or any portion of the Leased Premises or permit any other person to hold or occupy any portion thereof unless the consent in writing of Landlord shall first have been obtained, and then only in the manner and upon the conditions set forth in such consent.

(18) Non-Waiver Provisions. No waiver of any condition or covenant of this Lease or failure to exercise a remedy by either of the parties hereto shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant or remedy.

(19) Marchants' Association. Tenant agrees that it will join and at all times during the term hereof maintain membership in any businessmen's organization that may be sponsored by Landlord for retail businesses in the Shopping Center. The operating budget and the membership fee to be paid for such membership shall be determined by the members of such organization.

(20) Notices. Whenever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notices or demand shall be given or served in writing, by certified or registered mail addressed as follows:

(a) To the Landlord at: MICHIGAN PLAZA, 3800 West Michigan Street  
#1206, Indianapolis, Indiana, 46222.

(b) To the Tenant at: 3815 W Michigan Street, Indianapolis, Indiana, 46222.

All rental payments shall be made to the Landlord at the above address. These addresses may be changed from time to time by either party by serving notices as above provided.

(21) Governing Law. This lease shall be governed according to the laws of the State of Indiana.

(22) Short Form Lease. Landlord and Tenant agree not to place this Lease of record but upon the request of either party agree to execute for recording purposes a memorandum of lease indicating the leased premises, the lease term, and other provisions with respect to which notice to third parties is deemed advisable, but omitting rental and other terms of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Indenture of Lease  
as of the date first above written:

MICHIGAN APARTMENTS

3800 West Michigan Street #1206

Indianapolis, IN 46222

LANDLORD

Attest:

NATIONAL HANDICAP WORKSHOP, INC.

3815 W MICHIGAN STREET

INDIANAPOLIS, INDIANA 46222

TENANT

Attest:

Deont. Durin